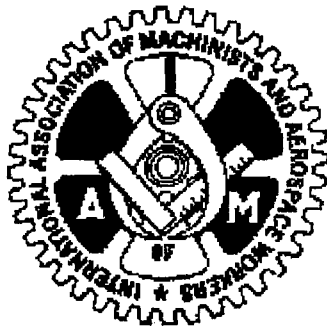


COLLECTIVE AGREEMENT
BETWEEN
SIGNATURE FLIGHT SUPPORT
CANADA, LTD.
(hereinafter called the "Company")



and

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
TRANSPORTATION DISTRICT 140
AND LOCAL LODGE 2413
(hereinafter called the "Union")



Effective April 1, 2016
through March 31, 2019

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ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably with a minimum of time lost.
- 1.02 **The Union and the Company agree that employees are entitled to equal treatment in the workplace without discrimination or harassment on any of the grounds protected by the Canadian Human Rights Act.**

ARTICLE 2 RECOGNITION

- 2.01 The Company agrees to bargain exclusively with the Union in respect of employees covered by this Agreement.
- 2.02 This Agreement covers all employees of **Signature Flight Support Canada, Ltd. in Ontario**, save and except supervisors, persons above the rank of supervisor and sales and office staff.

ARTICLE 3 THE RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline, efficiency and to set down all Company policies and procedures.
 - (b) Hire, discharge, classify, transfer, promote, demote, lay-off and discipline employees provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided.
 - (c) Manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, the kinds and locations of machines and tools to be used, process of manufacturing and assembling, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced and methods of overhaul and servicing of

aircraft, the extension, limitation, curtailment or cessation of operations to study and introduce new products, methods, processes, materials and facilities, and to make rules and regulations covering the operation of its business providing they are not inconsistent with the provisions of this Agreement.

- 3.02 The Company agrees that its exclusive functions shall be exercised in a manner consistent with the provisions of this Agreement.
- 3.03 (a) Where technological change may require additional knowledge and skill on the part of permanent employees, such employees shall be given the appropriate training, where practical, to qualify employees to retain their employment. A reasonable time will be afforded to employees in which to qualify. Any instruction or training shall be done at the employee's regular rate.
- (b) If an employee attends a local training course and the combined work hours exceed forty (40) per week, the employee will be given time off at a mutually agreeable time for any hours in excess of forty (40).
- 3.04 Information on productivity gathered through electronic surveillance shall not be used for disciplinary purposes against any member of the bargaining unit unless substantiated by other evidence.

ARTICLE 4 UNION MEMBERSHIP, DUES AND SECURITY

- 4.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employees of the Company to participate in Union activities.
- 4.02 No employees shall be discriminated against by the Company, or suffer any loss of seniority or of employment because of membership or activity in the Union, so long as such activities are not carried on during working hours except as specifically permitted in this Agreement.
- 4.03 **The parties hereto agree that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.**
- 4.04 (a) **Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be**

denied on the basis of any prohibited ground under the applicable human rights legislation.

- (b) **New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent to the Secretary-Treasurer of the Union forthwith.**
- (c) **At the earliest opportunity, local management will arrange an introduction for the new employee to his/her Chief Steward or designee. Where more than one employee has been hired in a short period of time the meeting will include all new hires. The meeting shall not exceed 30 minutes in length. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.**

- 4.05 **The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees. The deduction will be split evenly over each pay period per month.**
- 4.06 **The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to Transportation District Lodge 140 of the Union by the fifteenth (15th) day of each month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.**
- 4.07 **If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such pay period.**
- 4.08 **Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.**

- 4.09** Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.
- 4.10** The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made:
- (a) All monthly dues for members to be submitted in alphabetical order by name with hire date, classification, hourly rate, dues deducted and employment status;
 - (b) The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.
- 4.11** The Company will show the amount of the dues deducted on T-4 slips issued to employees.
- 4.12** When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names and wage rates.
- 4.13** The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.
- 4.14** All employees shall be issued a copy of the collective agreement on the first day of hiring, and the Chief Steward shall be notified in writing of any new employees engaged. The cost for printing of the Collective Agreement booklets shall be borne by the Union and the Company on a fifty / fifty (50 / 50) basis.

ARTICLE 5 STRIKES AND LOCKOUTS

- 5.01** Whereas this Agreement provides for the just settlement of disputes arising from complaints or grievances involving the interpretation, application or violation of this Agreement which may arise between the parties hereto and binds them to accept and abide by the decision of a Board of Arbitration should they fail to settle any dispute by negotiation.
- 5.02** It is therefore solemnly promised and agreed by the parties hereto that during the life of this Agreement, or while negotiations for its amendment or renewal

are in progress, there shall be no strike, slowdown, stoppage of work or other interference with production by the employees hereby covered nor any lockouts by the Company.

ARTICLE 6 UNION REPRESENTATIVES

6.01 Shop Committee

The Company acknowledges the right of the Union to appoint or otherwise select a Shop Committee, who shall be employees of the Company covered by this Agreement. The Company will recognize and meet with the said Shop Committee to discuss and adjust matters pertaining to the interpretation, application and alleged violation of the terms of this Agreement, and grievances presented at Step 3 pursuant to Article 8 hereof. Such meetings shall be carried on during working hours. An officer of the International Association of Machinists may be present if either party so requests.

6.02 Meetings between the Shop Committee and Management Representatives shall be held monthly or upon request by either party who shall submit a request in writing, accompanied by a copy of the agenda covering all points for discussion, at least three working days prior to the proposed date of meeting, except should a situation arise which the parties hereto mutually consider sufficiently emergent, the procedure would be waived and a meeting called as soon as possible.

6.03 Senior executive officers of the Union or a **Chief Steward** shall not be required to work on a shift other than the day-shift except with his consent, provided it does not affect the efficient operation of the Plant. Senior officers shall be President, Vice-President, Recording Secretary and Secretary-Treasurer.

6.04 Shop Stewards

The Union may designate representatives who shall be recognized by the Company as Shop Stewards. Shop Stewards shall be permitted the necessary time during working hours to perform the functions in the settlement of complaints and grievances within the scope of this Agreement, provided that such time that is considered necessary is recorded on the appropriate job card. There shall be a maximum of three Shop Stewards, including the chief steward, at Mississauga who shall be from different job classifications. The number of Shop Stewards may be changed by mutual agreement of the parties hereto.

6.05 A Shop Steward shall not be permitted to leave his Department or Section thereof in connection with complaints or grievances, or for transaction of other

business except:

- (a) To call in the Chief Steward in accordance with the Grievance Procedure outlined herein.
- (b) When called upon by the representatives of the Shop Committee during the investigation of a Grievance under Article 8.
- (c) When called by the Management.

6.06 Chief Steward

The Company will recognize as a Chief Steward, or designate, such representatives as the Union may designate provided that the number of Chief Stewards shall be agreed upon by the parties hereto. Chief Stewards shall be permitted the necessary time during working hours to perform the functions in settlement of complaints and grievances within the scope of this Agreement, provided that such time that is considered necessary is recorded on the appropriate job card.

- 6.07 The Chief Steward shall be permitted access to any Department where work is being performed by employees represented by the Union to deal with complaints and grievances only after having informed the Supervisor of the Section to which he desires access, of the nature of his business. He shall not be permitted to leave his Department during working hours for the transaction of Union business other than the settlement of complaints and grievances.

6.08 Permission to Leave the Department

Shop Stewards, Chief Stewards, President and members of the Shop Committee must obtain permission of their respective supervisors before leaving their duties in their departments to conduct Union business within the scope of this Agreement. Such permission may be obtained verbally from the employee's supervisor. In the absence of the Supervisor, such approval may be obtained from the General Manager.

- 6.09 Shop Stewards and Chief Stewards shall exercise the privileges herein provided for them in such a manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

- 6.10 Any time consumed on union business or activities that has been authorized by the Company or agreed to under this Collective Agreement, excluding Articles 8.00 & 9.00 will be paid by the Company and charged to the Union. The Union will provide the Company with the respective time clearance request and will reimburse the Company by**

month end.

ARTICLE 7 SAFETY COMMITTEE

- 7.01 It is the desire of both parties to this agreement that high standards of safety be maintained, to this end, a safety committee is to be formed.
- (a) This committee shall consist of an equal number of members to represent the Company and the Union, i.e. two (2) Company, two (2) Union. The two (2) Union members shall not hold the position of Shop Steward or sit on the Shop Committee.
 - (b) The **Chairperson** shall rotate between the Company and the Union as per the Canada Labour Code.
 - (c) The **Workplace Health & Safety Committee** shall make recommendations concerning safety directly to **Signature Flight Support Management** through the **chairperson**.
 - (d) The **Workplace Health & Safety Committee** shall meet each month **during regular working hours and on an urgent basis as required. At least once every quarter the Committee must tour the facilities, noting specific problem areas. Copies of minutes of all meetings will be forwarded to the Chief Steward, the Company Human Resources Manager and to the General Manager.**
 - (e) **Members of the Workplace Health & Safety Committee shall be permitted reasonable necessary time with pay during working hours to perform health and safety functions on the Company premises, provided that they shall report to their supervisor and obtain permission before leaving their jobs. This permission shall not be unreasonably withheld.**

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.01 All disputes and grievances arising from complaints, accusations or charges concerning the interpretation, application or violation of this Agreement shall be negotiated between the accredited representatives of the Union who are employees of the Company, and the Company. The parties hereto realize that non-contractual complaints may be made to which an amicable solution be desired and would be of mutual benefit to both parties. Therefore, it is agreed that non-contractual complaints will be processed as they justly deserve, but in no case shall such complaints be processed beyond Step 3, Grievance Procedure.

- 8.02 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in the settling of a grievance, they may be requested to attend.
- 8.03 Any grievance involving wages or other money settlement shall, if settled in favour of the employee(s), be retroactive to the date the grievance form is received and signed by the Supervisor excepting when the grievance goes to arbitration, then the decision of the Arbitration Board shall stipulate the terms of settlement.

8.04 Grievance Procedure

Any employee seeking adjustment of a complaint shall confer with his Supervisor or the General Manager either alone or accompanied by the Shop Steward. Should the employee not receive satisfaction from his Supervisor or the General Manager within two working days, or such longer time as may be mutually agreed upon, the matter may be deemed a grievance and dealt with as in Step 1, Grievance Procedure.

Step 1 An employee who has a complaint shall discuss it with his Supervisor or the General Manager and with his Shop Steward, with a view to a prompt and fair adjustment. During the discussion of a grievance, witnesses who, could aid in the settlement may be required to attend.

Step 2 Should an employee not receive satisfaction from his Supervisor or General Manager in regard to a complaint made pursuant to Section 8.04 hereof, within ten (10) calendar days, he may state his grievance in writing on the appropriate form and the Shop Committee shall present it to General Manager or his designated representative. Within **five (5) calendar** days thereafter or within such longer period as may be agreed the Shop Committee and the Business Representative shall meet the General Manager or his designee to attempt to adjust the grievance. Within five (5) **calendar** days following this meeting, the General Manager or his designee shall deliver to the Union his answer in writing.

Step 3 Should the Union consider that a just settlement has not been found it may present the grievance to the General Manager within seven (7) **calendar** days thereafter the date of the decision in the Second Step. Within **seven (7) calendar** days thereafter, the General Manager shall present the final Company answer to the Union in writing.

8.05 Time Limits

Any time limit provided by this Article may be extended or curtailed by mutual agreement.

8.06 Policy Grievances

in the event of a difference of opinion between the Company and the Union as to the interpretation or violation of any clause or section of this Agreement, the matter may be referred by either party to arbitration in the same way as a grievance of the employee.

ARTICLE 9 ARBITRATION

- 9.01 Any matter or question, arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto, provided that the matter shall be considered settled or abandoned if no written notice of intent to submit the question to arbitration is received within **fifteen (15) calendar** days after the final decision is given under Step 3 of Grievance Procedure, Article **8.04**.
- 9.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Article 8 hereof.
- 9.03 Within **fifteen (15) calendar** days after notice of intent to arbitrate has been given, the Company and Union shall jointly appoint an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 9.04 In the event of a failure of the parties to agree upon the appointment of an arbitrator the matter shall be referred to the Federal Minister of Labour who shall appoint an arbitrator.
- 9.05 The parties hereto shall jointly in writing stipulate the matter to be arbitrated and the arbitrator's decision shall be confined to deciding the issues therein set out.
- 9.06 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 9.07 The decision of the arbitrator shall be final and binding on both parties and his expenses shall be borne in equal shares by the Company and the **Union**.

ARTICLE 10 SENIORITY

- 10.01 Seniority shall be recognized in an occupational classification within a seniority unit. The seniority unit will be Mississauga.

10.02 A new employee shall establish his seniority as defined above upon the completion of a probationary period of six (6) months and said seniority shall be effective from the date of employment.

10.03 An employee transferring from one occupational classification into another shall hold and continue to accumulate his total earned seniority in the previous occupational classification within the seniority unit until he has been in the new occupational classification and/or seniority unit for sixty calendar days, at which time he shall have his full seniority transferred, providing that absence from work for more than five (5) days shall not have effect of reducing the transfer period more than five days. The Company shall prepare and maintain, subject to examination and correction by Union committee a separate seniority list for Part Time employees.

10.04 **Occupational Classification**

The occupational classification within a seniority unit shall be recognized as listed in Appendix "A" hereunder. Every new occupational classification or amended occupational classification or new seniority unit shall be added to the existing list, as mutually agreed to by the parties hereto.

10.05 Regardless of length of service, an employee will lose all seniority and employment shall be terminated if **he or she**:

1. Voluntarily terminates his/her employment with the Company.
2. Is discharged for just cause.
3. After lay-off, fails to notify the Company of intention to return to work within **five (5) calendar** days after being notified by the Company, or failure to return to work within ten days after notice has been sent by the Company. A copy of such notice shall be given to the employee's Union Steward.
4. Fails to report absence to his/her Supervisor or the General Manager within **three (3) working** days without reasonable cause. **The Company reserves the right to discipline for failing to report absences of less than three (3) working days without reasonable cause.**
5. Has been laid off and not recalled to work for a period of two (2) years, except part time employees for which six (6) months shall apply.
6. Has been retired in accordance with the terms of the Retirement Plan.

7. Fails to return to work following the conclusion of an approved leave of absence except in extenuating circumstances, it being understood that an employee on L.T.D. is on leave of absence and subject to Section 10.07 on return to work.
8. When an employee refuses a recall for a period greater than **twenty-one (21) calendar** days he shall be considered terminated with cause by the Company.
9. **Is unable to return to work because of illness or injury and has no reasonable prospect of doing so in the foreseeable future after two years.**

10.06 Each employee who is laid off will keep the Company **and the Union** informed of his current address, failing which the Company will not be responsible if notice of recall fails to reach such employee.

10.07 By agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of one or more of the foregoing reasons if extenuating circumstances should warrant reinstatement. Such circumstances may be brought to the attention of the Company by the employee concerned or by the Shop Committee of the Union.

10.08 At all times the Company shall have available for inspection by the Union a list of employees in each occupational classification and their respective seniority. Such list shall be posted at six month intervals during the term of this Agreement.

10.09 An employee with seniority who is transferred from an occupational classification covered by this Agreement to salaried employment shall retain his seniority but shall not continue to accrue his seniority while so employed. He shall be excluded from the coverage of this Agreement and from any and all of its terms and conditions while so employed. Salaried employees shall not be returned to the bargaining unit after **six (6) months** of salaried employment **and shall continue to pay Union dues during this six (6) month period.**

10.10 **Part Time employees shall have a part time seniority list. Calendar seniority shall be used for lay off and recall and for purposes of being offered full time vacancies.**

Such vacancies shall be offered to Part Time employees in order of seniority. Refusal shall not prejudice the employee on any subsequent full time opening.

When a Part Time employee having completed his / her probationary period accepts a permanent full time vacancy the wages paid shall commence at the one (1) year scale and there after progress to the negotiated scales, or as mutually agreed to by the Union Committee and the Company.

- 10.11 Part Time employees may be used to aid in vacation relief from May 1 to September 30 and Christmas and winter breaks during which they may work up to 40 hours per week, provided such 40 hours per week assignment does not exceed 90 consecutive days. If the Part Time employees refuse the extra hours, seasonal help may be hired but shall not exceed 90 consecutive days and shall not have rights under this collective agreement.

ARTICLE 11 LAY-OFF AND RECALL

- 11.01 Lay-off and recall shall be according to seniority as defined in Article 10.01.
- 11.02 No employee with seniority shall be laid off without at least **two weeks'** notice or **two weeks'** pay in lieu thereof. The notice shall be given as follows: The Company will meet with the Shop Committee at least **one week** prior to any lay-off, and the Union shall be notified of the number of employees in each occupational classification to be laid off. Any employee on holidays, leave of absence, sick leave or absent for any other authorized reason will be considered to have **received notice on the same day other similarly situated employees received notice**. The Company will notify the Union within 48 hours as follows:
- (a) Part time employees shall be laid off prior to regular Full time employees.
 - (b) Personnel laid off by name, occupational classification on the form provided.
 - (c) Personnel accepting or taking displacement action, stating occupational classification before and after displacement, on the form provided. Each of the above forms to bear the signatures of the employees being laid off or displaced.
 - (d) The Canada Labour Code shall be the governing factor re Article 11.02.
- 11.03 Seniority will accrue during the recall period.
- 11.04 If an employee has been laid off pursuant to 10.05 herein, for a period of two years, his employment will be terminated and seniority cancelled.

- 11.05** The President and Secretary-Treasurer of the Union, members of the Shop Committee and the Chief Steward, will be retained in the employ of the Company in their respective occupational classifications during their respective terms of office notwithstanding their position in the seniority lists. However, if work is no longer available in their respective occupational classifications, they will be permitted to transfer or displace into another occupational classification provided they are qualified to perform the duties and willing to accept the appropriate rate for such classification.
- 11.06** When mutually agreed to by both parties, a seniority employee on lay-off may be recalled on a part-time basis for specific periods of not less than four hours and not over **twenty-one (21) calendar** days and released at the completion of the work for which he was recalled without reinstating lay-off procedure and provisions as outlined in Articles 11.02. Refusal to accept part-time recall shall not constitute a breach of contract or invalidate his right to recall to his occupational classification.
- 11.07** In the event of a difference of opinion on the administration of Article 11, the Committee will have the right to meet with the company and discuss same.
- 11.08** When the Company recalls a laid off employee even for a specific period of not less than four hours, the Union shall be supplied with a copy of the Recall Letter immediately, so they can assure that seniority is being observed.
- 11.09** Employees on lay-off subject to recall will be given consideration when job vacancies occur during their recall period, but like all other applicants for the job would be required to possess the ability and qualifications necessary to perform the job. When vacancies occur laid-off employees will be notified **in the presence of a Union Steward if by phone and/or otherwise by mail or courier with verifiable delivery.**

ARTICLE 12 DISCIPLINE AND DISMISSALS

- 12.01** The Company, at its discretion, may discharge or discipline any employee when in the opinion of the Company there exists just and sufficient cause therefor. An employee discharged or disciplined, except in the case of physical violence, shall have the right to an interview with his Union Steward before leaving the Company premises.
- 12.02** The Company shall forthwith advise the Union in writing of the reason for discharge or discipline of any employee.
- 12.03** A claim by an employee with seniority that he has been unjustly discharged or **suspended**, if made within **seven (7) calendar** days after such discharge or

suspension, may be deemed a grievance and dealt with as outlined in Article 8, Grievance Procedure commencing with Step 3.

Such grievance may be settled under the grievance or arbitration procedure by:

1. Confirming the Management's action in dismissing the employee,
2. Reinstating the employee with full, part, or no compensations from time lost, or
3. Any other arrangement which may be deemed just and equitable.

12.04 Employees shall have the right to see their personal file upon request. In the event an employee sees something in the file he is unaware of, he may respond and such response shall become a part of the file.

12.05 Records of disciplinary action within an employees' file shall not be relied upon by the Company more than twenty-four (24) months after the incident to which they relate.

ARTICLE 13 LEAVE OF ABSENCE

The Company may, or may not, at its discretion, grant leave of absence without pay to any employee requesting same. Employees requesting leave of absence, except for reasons as stated in Article 13.01, must do so in writing at least one (1) week prior to commencement of such leave.

13.01 The Company will grant leave of absence for the following:

- (a) Employee marriage - two (2) days.
- (b) Marriage for employee's Child - one (1) day.
- (c) Birth of a child, including day of admission to hospital - two (2) days.
- (d) Change of residence - one (1) day.
- (e) Serious illness of wife, husband or children upon receipt of medical evidence - one (1) day.
- (f) Pall-bearer - one (1) day

- (g) To attend funeral of sister-in-law,/brother-in-law, three (3) days.
- (h) Maternity leave – as per the *Canada Labour Code*.
- (i) Parental leave – as per the *Canada Labour Code*.
- (j) Reservist leave – as per the *Canada Labour Code*.
- (k) Compassionate Care leave – as per the *Canada Labour Code*.

13.02 The Company shall notify the Union of leave of absence of seven days or more granted; for a period not to exceed thirty days there shall be no loss of seniority incurred. If the leave of absence is in excess of thirty days the employee concerned may not retain and accrue his seniority unless written approval of the Union is submitted along with the application for leave of absence.

13.03 On request from the **Union** the Company may grant leave of absence **with pay in accordance with Article 6.10**, to officials of the **Union** or their delegates for the transactions of Union business and attending Trade Union conventions. The number granted leave of absence, also the number of days granted, is to be mutually agreed upon. Such agreement shall not be unreasonably withheld.

13.04 On request from the **Union** the Company shall grant leave of absence without pay to an employee for his/her full term of office for full-time employment by the **Union**, provided that the number of employees who at any one time shall be granted such leave shall be mutually agreed. Seniority shall continue to accrue during such leave of absence and such employee will be rehired providing he qualifies, and work for which he is qualified is available. If work is not available, he may displace an employee with less seniority.

- 13.05
- (a) Any employee unable to work because of illness or injury on furnishing proof thereof, satisfactory to the Company, shall be granted sick leave without pay for a maximum of two (2) years without loss of seniority.
 - (b) The Company will require evidence of the employee's fitness to resume his previous occupation.

ARTICLE 14 MATERNITY/PARENTAL LEAVE

14.01 Maternity/Parental leave will be granted in accordance with the provisions of the *Canada Labour Code*.

14.02 Paid Maternity/Parental Leave

An employee entitled to maternity/parental leave under this Article, who provides the Company with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* shall be paid a top up allowance equivalent to one/half the difference between the employment insurance benefits received by the Employee and the Employee's regular weekly wages.

ARTICLE 15 POSTING NOTICES

15.01 The Union shall have the privilege of posting approved notices at specified places on the Company's premises. The Company shall be furnished copies of all such notices prior to or at the time of their posting and may require the Union to refrain from posting any notice which it considers to be objectionable.

ARTICLE 16 PHYSICALLY HANDICAPPED EMPLOYEES

16.01 A physically handicapped employee, as defined by the Union and the Company, shall upon the recommendation of the Company doctor and subject to Management's prior approval, be permitted to dock out five minutes before stopping time in order to ensure safe exit from the premises. When reasonable and possible, special provision shall be made for parking facilities for physically handicapped employees, subject to any Company policies and procedures in this matter.

ARTICLE 17 TRANSFERS

17.01 It is the desire of the Company to advance employees to more highly rated jobs when it is reasonable and practicable to do so. The Company will consider an employee's request to transfer from one occupational classification to another but the Company maintains the right to select and/or hire persons to fill labour vacancies when there is no one with the required qualifications in the bargaining unit.

17.02 The Company recognizes that some new employees, following induction into the job for which they were hired, find there is other work available for which they believe they are more suited. Such employees during the first **six (6)** months of their employment, may make application for such other work directly to the General Manager, where their application will be given the same consideration as others applying for said work.

- 17.03 If any employee with more than **six (6)** months service with the Company wishes to change his occupational classification, he shall make such request to his Supervisor on the form provided stating his reasons for making such request. The request will be given due consideration by the Company.
- 17.04 If any employee feels that he has not been justly dealt with in respect of his request for transfer, he may follow the Grievance Procedure as outlined in Article 8.
- 17.05 The Company shall post a notice of labour vacancies for period of **seven (7) calendar** days at all seniority, units simultaneously, giving job priority to employees at the unit of vacancy.

ARTICLE 18 PROMOTIONS

- 18.01 Without prejudice to the right reserved under Article 3 and Appendix "B" of this Agreement, the Company shall take seniority into consideration when making promotions, and where essential qualifications are equal, seniority shall be the determining factor.

ARTICLE 19 HOURS OF WORK

- 19.01 (a) With the exception of employees who regularly work a twelve **consecutive** hour shift, the standard hours of work shall be eight **consecutive** hours each day. The standard work week shall be Sunday to Saturday with the exception of **plant maintenance mechanic and vehicle maintenance mechanic – specialist vehicle maintenance** whose standard work week will be Monday to Friday.
- (b) The standard hours of work for Regular Part-time employees is intended not to exceed twenty-four hours per **work week, except as provided in article 10.11. Total part time hours shall not exceed twenty percent (20%) of the weekly scheduled hours and part-time employees shall not be utilized for the purpose of displacing Full-time employees.**
- 19.02 With the exception of employees who regularly work a twelve hour **consecutive** shift, the standard shift shall consist of eight **consecutive** hours of work in a twenty-four hour period, worked on one of under noted shifts:
- (a) Day Shift
 - (b) Afternoon Shift
 - (c) Night Shift
- 19.03 (a) The Company shall, at all times, take reasonable steps to give the

employees advance notice of any change or cancellation of regular working hours.

Any employee not so notified who reports for work at his regular starting time and is not required to work on that shift, shall be paid for the appropriate hours he/she would have worked (i.e., 8 hours or 12 hours), at his regular rate, unless any such change or cancellation of regular working hours, or lack of work, is due to circumstances beyond the control of the Company.

- (b) In the event the Company makes a change to the published shift schedules the affected employee shall receive a minimum of 72 hours notice except in the event such notice is beyond the Company's control.

19.04 The standard hours of work for the linecrew and full time Customer Service Representatives classification shall be forty (40) hours per calendar week.

19.05 All employees shall be allowed five minutes for clean-up immediately prior to the end of each shift.

19.06 (a) Where an afternoon or night shift become necessary and it is determined that employees from the day shift may be required on either of these shifts, the Company shall recognize seniority when assigning qualified employees to such shifts.

(b) Where afternoon or night shifts are scheduled for more than a week, qualified employees shall be given the opportunity to apply for such transfers in order of their seniority. In the event that no qualified employee applies for such transfer, qualified employees will be assigned to such shifts in reverse order of seniority.

(c) Upon mutual agreement, those employed as of date of ratification may be required to rotate shifts.

19.07 Employees will be permitted to change shifts, however, the shift change must be approved by the Supervisor. Such approval will not be unreasonably withheld. It is agreed such changes, for employee convenience, will not result in overtime in the work week.

ARTICLE 20 TIME CARDS, LATE STARTING AND PUNCHING OUT EARLY

20.01 Every employee shall punch his time card, use electronic card or sign the time sheet upon entering the facility, but no more than seven (7) minutes before the commencement of his scheduled shift start time. The employee shall also punch his time card immediately before leaving the facility. If an employee is

unable to punch in or out for any reason, he shall report immediately to the General Manager or designate. All employees are required to comply with the Company procedures regarding paper work and records.

- 20.02 Every employee shall be at his work station at his scheduled shift start time properly attired, with his time card punched, and ready for work. An employee who fails to comply with this requirement is considered to be late.
- 20.03 An employee who leaves the premises during working hours without the permission of his Lead Hand or Charge Hand and fails to punch out and/or fails to punch in on his return shall be required to provide a witness of a Lead Hand or higher rank to verify when he left the job and/or when he returned to the job.
- 20.04 The Company reserves the right to implement a new time-keeping system.

ARTICLE 21 OVERTIME

- 21.01 Full-time employees will be compensated for overtime worked as follows:
- (a) Authorized time worked in excess of an employee's regular eight (8) or twelve (12) hour shift shall be paid at the rate of time and one-half until there is a break of not less than eight (8) consecutive hours. Any overtime that infringes upon the eight (8) consecutive hour rest between shifts must be authorized by management.
 - (b) Authorized time worked on Saturdays and Sundays shall be paid for at the rate of time and one-half, **except when the employee is working a regularly scheduled shift.**
 - (c) Authorized time worked on all identified nine (9) statutory holidays set forth in Article 28 shall be paid at the rate of double time the regular rate in addition to pay for the statutory holiday.
 - (d) A minimum of four hours of authorized overtime or pay in lieu thereof shall be assigned for Saturdays, Sundays or statutory holidays for scheduled overtime.
 - (e) Unscheduled overtime is defined as one (1) shift prior to requirement (8 or 12 hours) and shall be assigned in the following order:
 - 1. Senior person on shift in the classification
 - 2. Senior person off shift in the classification

Scheduled overtime is defined as any overtime and shall be assigned strictly by seniority.

21.02 Call-in-Pay - Non-Scheduled Overtime

An employee who has punched out and returned to his home and who then answers an emergency call and agrees to return to work shall be paid a minimum of four hours at time and one-half.

21.03 Article 21.01(b), (c), (d) and (e) shall not apply to part-time employees. With respect to unscheduled overtime work, regular Full Time employees shall have the right of first refusal/opportunity in accordance with seniority, provided the employee is qualified and has worked the shift immediately preceding the work.

21.04 Overtime Bank

Employees are permitted to bank compensation for overtime to take as paid time off or must receive all overtime compensation as pay.

ARTICLE 22 PAYMENT OF WAGES

22.01 Wages shall be paid on the Company's time. Payment will be made on Thursdays by direct deposit or cheque payable every seven (7) days. A statement of total earnings and all deductions for the pay period shall be given to each employee. If an error in pay of \$50 or greater occurs due to the Company's fault, the Company will endeavour to correct such error within twenty four hours of reporting same by the employee. If an error in pay occurs due to the Employee's fault, such error will be corrected on the Employee's next pay.

ARTICLE 23 SPECIAL ALLOWANCES

23.01 Off-Shift Premium

Off-shift premium pay shall be paid for hours worked on shifts that start between 1:00 pm and 3:59 am) at the rate of fifty cents (\$.50) per hour.

23.02 Supervisory Premium for Hourly Paid Employee

- (a) Lead Hands shall be paid a minimum premium of eight per cent (8%) of his/her basic wage rate per hour in addition to his regular wage rate.
- (b) A Charge Hand shall be paid a minimum premium of ten percent (10%)

of his/her basic wage rate in addition to his regular wage rate.

- (c) The appointment of a **Lead Hand or Charge Hand** shall be at the discretion of Management and shall be based on seniority and the ability to perform the job requirement.
- (d) If a **Lead Hand or Charge Hand** is absent from work due to illness, holidays, leave of absence, company business or other reason approved by Management for more than one shift, an employee who is appointed temporary **Lead Hand or Charge Hand**, in accordance with 23.02(c), shall be paid the appropriate premium per hour in addition to his regular wage rate for the duration of the absence.

23.03 **Bereavement Leave**

When a bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three days off with pay at the time of the bereavement. An employee's immediate family shall mean:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

In this section, "common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

23.04 **Jury Duty**

Employees required to serve on jury Duty or as a Crown Witness, shall be paid the difference between the amount they receive for such service and their normal daily earnings.

23.05 The Company shall provide rain wear, parkas, rain boots and snow boots for all employees required to perform work outside.

23.06 **Uniforms**

The standard uniform remains the property of the Company and is to be returned when replaced or at the conclusion of an employee's employment. A standard uniform consists of the following:

- (a) Jackets: 1 parka; 1 bomber; 1 nylon shell; 1 pair insulated coveralls - as appropriate for occupational classification
- (b) 5 pairs of pants/skirts;
- (c) 5 long sleeve shirts/blouses;
- (d) 5 short sleeve shirts/blouses;
- (e) 3 sweaters;
- (f) **1 belt.**

The Company will replace shirts/blouses, pants and sweaters every twenty-four (24) months following the previous issuance of the item. The Company will replace the articles in item (a) above at its discretion.

Costs

The Company shall contribute to the cost of the following accessories once per year upon being provided with approved receipts:

- 1. For a customer service representative (CSR) - black dress shoes \$75.00.
- 2. All footwear for employees who work outside the Company shall pay \$200.00 per year.

All employees with the exception of customer service representatives (CSR) are required to wear safety boots/shoes while at work.

Company uniforms are to be worn at all times while employees are on duty.

23.07 **Cleaning Allowance**

Dry cleaning of uniforms issued by the Company will be paid by the Company on approved receipts.

ARTICLE 24 NO PYRAMIDING

- 24.01 With the exception of lead hand and charge hand premiums, there shall be no pyramiding or compounding of any overtime pay, premium pay or any other benefit provided for in this Agreement.

ARTICLE 25 REGISTERED RETIREMENT SAVINGS PLAN

NOTE: AVAILABLE TO FULL-TIME EMPLOYEES ONLY

- 25.01 Effective September 29, 1985 in lieu of a non-contributory pension plan, the Company will remit to an individual Registered Retirement Savings Plan (R.R.S.P.) on behalf of all employees covered under this agreement. Membership in the R.R.S.P. as selected by the Union is available to all seniority employees except part-time Employees.
- 25.02 (a) The R.R.S.P. programme, effective September 29, 1985, shall be based on a calendar year (January 1st - December 31st).
- The Company shall make the required contributions to each employee's individual R.R.S.P. account within 15 days following the end of each calendar month.
- (b) The Company will contribute to an employees individual RRSP account based on hours worked of 3% of annual salary along with deductions from employees to each employee's individual RRSP account based on hours worked only with a minimum amount of thirty cents (30¢) per hour. (New hires must have one (1) year seniority with the Company for RRSP entitlement.)
- Regular hours shall include hours paid, but not worked for annual vacation entitlement, statutory holidays, paid leave of absence such as jury duty or bereavement leave.
- (c) In no event shall such hours exceed eight (8) hours per day or forty (40) hours per week.
- (d) The Company deductions and remittance shall be thirty cents (30¢) per hour, deducted effective the date of ratification.
- 25.03 The Company may refuse to permit more than one (1) change per calendar year in the amount of deduction selected by the employee.

The employee authorization shall indicate the total annual amount of funds to be deducted during the calendar year, and such deduction shall be equally spread over the pay periods, such amount to be not less than \$0.30 per hour as per **25.02**.

- 25.04 In forwarding this money to the R.R.S.P. the Company agrees to indicate the employee's name, social insurance number, account number and the amount of money being forwarded.

ARTICLE 26 GROUP INSURNACE

NOTE: AVAILABLE TO FULL-TIME EMPLOYEES ONLY

- 26.01 The Company will pay eighty percent (80%) the employee will pay twenty percent (20%) of the cost of the Employee Basic Insurance as provided to \$50,000.00. Compulsory membership after three months' employment.
- 26.02 (a) The Company will pay one hundred percent (100%) of the cost of a Short Term Disability Plan up to a maximum of twenty six weeks of disability. Short term disability benefits shall be 75% of an Employee's weekly earnings to a maximum benefit of \$600. Employees are eligible to participate in the short term disability plan the day following three full calendar months of continuous service.
- (b) Employees are entitled to six (6) sick days with pay during the period running from January 1 to December 31 each year. A sick day will be paid at seventy-five (75%) of an employee's regular day's wages, excluding overtime. Sick days shall not accumulate from year to year. Employees shall be paid one hundred percent (100%) of the value of unused sick days as of December 31 of each year. Employees at their option may use available sick days to bridge their receipt short term disability benefits.
- (c) It is agreed that in the event a statutory holiday falls within the first three (3) days of illness, it will be considered as a qualifying day.
- (d) An employee shall receive a full day's pay for the day during which he is disabled due to an accident on the job.
- (e) A certificate of illness will not be required for one (1) day absences unless required by the Company wherever an employee's absentee record indicates probable abuse by him of sick leave and the employee has been notified to that effect. **The Company will reimburse the employee for doctor's charges to issue a certificate of illness.**

26.03 The Company will make contributions to a Healthcare and Preferred Vision Services Plan equivalent to eighty percent (80%) of the premiums. Employees' twenty percent (20%) contribution shall be paid by payroll deduction. The Company shall bear its portion of premium costs for thirty-one (31) days following lay-off.

26.04 **Dental Plan**

The Company shall pay one hundred percent (100%) of the premium costs for a Dental Plan which provides for the following:

- No deductible
- 90% reimbursement for basic benefits
- 50% reimbursement for major benefits

26.05 **Long Term Disability**

(a) Employees shall pay twenty percent (20%) and the Company shall pay eight percent (80%) of the premiums costs for a Long Term Disability Plan.

Coverage

(b) Long Term Disability benefits will be paid after twenty six (26) weeks of disability. Benefits will be paid at a rate of 60% of an Employee's monthly earnings to a maximum benefits of \$2,500 or 85% of an Employee's pre-disability take-home pay, whichever is less. There is a further reduction of LTD benefits if the total income from all sources including other plans of insurance, private or government, exceed 85% of an Employee's pre-disability indexed monthly take-home pay.

26.06 There will be no changes to the group insurance plans for the life of this agreement without agreement by the Union which will result in the reduction of benefits to employees. The Union shall receive a copy of all coverage to ensure there has been no reductions in benefits of the plans. The parties agree that the Company may unilaterally make changes to the benefits plans which will not result in the reduction of benefits to employees. The Company agrees to discuss the cost of the benefit premiums with the Union each year prior to the renewal of the group insurance plans.

NOTE: The Company agrees that the Union will have input and participation in establishing new and/or changes to medical, dental, etc., benefit program.

26.07 The Company's sole obligation with respect to benefits is to forward premium

payments from employees to the Insurance Plan Carrier. Any dispute with respect to an employee's entitlement to benefit coverage or the entitlement to any particular benefit is a dispute between the employee and the Insurance Plan Carrier and may not be the subject of a grievance, save and except that the Company has failed to forward premium payments than an employee has provided to the Company to pay for the cost of benefit premiums.

ARTICLE 27 WORKPLACE SAFETY AND INSURNACE BOARD BENEFITS

- 27.01 The Company shall pay employees who qualify for workplace safety and insurance board benefits while claims are being processed by the WSIB. This payment by the Company is subject to the acceptance of the claim by the WSIB. The Union will co-operate with the Company to ensure that benefit cheques/forms are returned to the Company in a timely manner. The Union will try to ensure compliance by members.
- 27.02 The insurance payment to the employee for the claim shall be immediately endorsed to the benefit of the Company. Should any employee's claim be rejected by the WSIB or should he refuse to endorse the insurance payment to the Company, the Company shall have the right to deduct all amounts owing and cease all further payments in respect to that employee's claim.

ARTICLE 28 STATUTORY HOLIDAYS

- 28.01 Except as otherwise provided in Article 28.02 hereof, every seniority employee shall be paid for one standard shift at straight time for each of the following holidays:

Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Canada Day	Thanksgiving Day	New Year's Day

Also for four (4) hours at straight time for the half (½) working day before Christmas Day and for four (4) hours at straight time for the half (½) working day before New Year's Day which shall be referred to as Statutory Holidays, providing that the employee is not absent from work on the work periods immediately preceding or following the holidays unless the employee has previously requested and has been excused from work for good reason, except that this provision does not penalize an employee off work due to illness or injury. Should any of the above noted Statutory Holidays fall on a Saturday or Sunday it will be celebrated on the Friday preceding or the Monday following the said holiday or at some other mutually agreeable time.

Family Day will not be treated as a regular "statutory holiday". With respect to Family Day each full time employee will receive 8 hours of bank time that can be used for a day off at a later date. These 8 hours cannot be cashed out. Time off must be approved by Management.

- 28.02 Except as otherwise provided in Article **28.03** hereof: Every seniority employee shall be paid for two (2) standard shifts at straight time for two (2) additional days to be known as "floater" holidays. Employees during their first (1st) calendar year of employment who work less than six (6) months shall only be entitled to one (1) such holiday. The scheduling of the "floater" holidays shall be subject to Company approval but insofar as it is possible and in keeping with the work commitments of the Company, the employee's request will be granted. Floaters will not be carried over beyond the calendar year of entitlement.
- 28.03 A no-seniority employee shall not be paid for Statutory Holidays except as provided in Article **28.04**.
- 28.04 A no-seniority employee, after completing his probationary period and thereby becoming a seniority employee, shall receive pay for all Statutory Holidays, at the rate of pay he was earning at the time of the holiday, as provided for in Article **28.01** above, falling within his probationary period providing that the employee was not absent from work on the work periods immediately preceding or following the holiday, unless he had previously requested and had been granted leave of absence for good reason, except that this provision does not penalize an employee off work due to illness or injury.
- 28.05 By agreement of the parties hereto, another day may be substituted for any of the Statutory Holidays mentioned.
- 28.06 Holidays for the night shift shall be declared either the eve of a Statutory Holiday or on the holiday, whichever is the more suitable to the occasion.
- 28.07 An employee who has been laid off who works any time during a pay period containing a Statutory Holiday will be paid for such Statutory Holiday. An employee on sick leave will receive full pay for Statutory Holidays inclusive of any sick benefits.

ARTICLE 29 ANNUAL VACATION

29.01 (a) Vacation entitlement (accrual) year

To be considered as the twelve-month period immediately preceding the vacation year, i.e. January 1st through December 31st.

Vacation entitlements as calculated to January 1st in any year (accrual year)

must be taken by December 31st of the following year (vacation year).

(b) **Vacation Year**

To be considered as the period when employees take their vacation as earned in the preceding twelve-month period (entitlement accrual year).

The vacation year shall commence on January 1st in any calendar year and continue through to December 31st of the following calendar year.

29.02 **Vacation Schedule**

Each year on or before October 1st a vacation schedule will be posted for each section, shop or department, with the employees listed in order of decreasing seniority. The employees will be asked to state their preferred vacation period and record their request with the Supervisor or Lead Hand by October 31st. Failure to comply with this procedure will eliminate the right to exercise seniority when requesting a vacation period.

Vacation shall be taken in periods of one week, except that the Company will permit 10 days to be taken in single day increments.

29.03 The vacation schedule shall be subject to Company approval but insofar as it is possible and in keeping with the work commitments of the Company, the employee's request will be honoured. In cases where it is necessary to allocate the vacation period of any employee in order to maintain work schedule, seniority will be the governing factor.

29.04 **Length of Vacation**

During this contract period, any employee who, at 31st December, has been in the employ of the Company, in any capacity, for one year or more, shall be given the greater of either two weeks' vacation with pay at his current rate of pay, or four percent (4%) of the pay for all work done by the employee in the year ending 31st December in the vacation entitlement (accrual) year, including statutory holidays.

The following provisions apply only to those employees employed as of date of ratification of the current Agreement:

(a) Any employee who at 31st December has been in the employ of the Company, in any capacity, for five consecutive years, will be given the greater of either three weeks' vacation at his current rate of pay, or six percent (6%) of the pay for all work done by the employee in the year ending 31st December in the vacation entitlement (accrual) year, including statutory holidays.

- (b) Any employee who at 31st December has been in the employ of the Company, in any capacity for ten consecutive years, will be given the greater of either four(4) weeks' vacation at his current rate of pay, or eight percent (8%) of the pay for all work done by the employee in the year ending 31st December in the vacation entitlement (accrual) year, including statutory holidays.
- (c) Any employee who at 31st December has been in the employ of the Company, in any capacity for nineteen (19) consecutive years, will be given the greater of either five (5) weeks' vacation at his current rate of pay, or ten percent (10%) of the pay for all work done by the employee in the year ending 31st December in the vacation entitlement (accrual) year, including statutory holidays.
- (d) Any employee who at December 31st has been in the employ of the Company in any capacity for twenty-four (24) consecutive years will be given the greater of either six (6) weeks' vacation at his current rate of pay or twelve percent (12%) of the pay for all work done by the employee in the year ending 31st December in the vacation entitlement (accrual) year, including statutory holidays.
- (e) Any employee who at December 31st has been in the employ of the Company in any capacity for over twenty-four (24) years shall be given one (1) additional day for each year of service over twenty-four (24) years, i.e., 26 years - 32 days; 27 years - 33 days; etc.

29.05 Any employee who, at December 31st, has been in the employ of the Company in any capacity for less than one (1) year but not less than three (3) months shall be given, for each month of employment, one (1) full day vacation, but not exceeding two (2) work weeks.

29.06 If a paid Statutory Holiday falls within the approved vacation period of an employee, he shall be granted one (1) extra day vacation with pay either at the beginning or the end of his vacation period providing that he has obtained the prior approval of the Company.

NOTE: Regular Part Time Employee

Regular Part Time Employees who have performed only part time work during the "Vacation Entitlement Accrual Year" 29.01 (a) above, will be entitled to the applicable percentage of gross wages earned based on their Company seniority, with vacation time reduced in proportion to the total time not worked.

29.07 An employee on sick leave, maternity or parental leave shall accrue seniority and shall be paid vacation pay in accordance with such accrual, inclusive of any other sickness and accident insurance payments to a maximum of fifty-two (52) weeks in any vacation year. Employees on leave of absence for any

other reasons will not accrue vacation pay credits.

- 29.08
- a) Pay in lieu of vacation will not be granted and all vacation entitlement shall be taken within the vacation year.
 - b) Employees may elect to bank up to **forty (40)** hours per year to be taken at a later date or cashed in upon request. Payments from the vacation bank will be made in the pay period following the employee's request.

29.09 The final pay for any employee who voluntarily leaves this Company or who is dismissed, will include pay for all accrued annual vacation credit due at the date of termination.

29.10 **Reservations**

The Company reserves the right to:

- (a) Give special consideration to particular circumstances applying to any employee.
- (b) Schedule and arrange holidays in as fair a manner as possible consistent with meeting work requirements.
- (c) During the months of June, July and August twenty percent (20%) of the line crew shall be allowed off on vacation at any one time.

ARTICLE 30 TRAINING

30.01 Employees, while on a training course will be paid for the applicable regular hours of lost time at straight time rates.

30.02 Employees, while on a training course, will not be paid overtime while on course or for traveling to or from a course.

30.03 Employees who attend a training course offered by the Company will do so on the following basis:

The course fee and required materials will be paid by the Company. All travel, hotel and other actual and reasonable costs will be paid by the Company. Meals will be paid on a per diem basis unless other arrangements are made prior to the trip. Receipts must be attached to the expense report.

ARTICLE 31 OCCUPATIONAL CLASSIFICATIONS

31.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work normally and regularly assigned to him. New employees shall be issued a status card stating their occupational classification and rate. The occupational classification in which employees may be classified are those listed by job title and wage rates in Appendix "A" attached hereto.

31.02 Application for Reclassification

- (a) An employee who claims that he is normally and regularly assigned work that is not appropriate to the job description for his classification shall make application in writing to the General Manager for a change of classification on the form provided. Such application shall be made in duplicate and the General Manager shall record the date of receipt and sign it.
- (b) If the General Manager fails to comply with the time limit as stated in Section 31.02 (c) hereof, any change of classification arising from the application shall be retroactive to the start of the pay period following the third day after the General Manager received the application.
- (c) Within **five (5) calendar** days the General Manager shall interview the employee, record his disposition on the application, sign both copies and dispose of them as follows:
 - (i) If the request is granted, one copy shall be returned to the employee and one copy submitted to Payroll immediately. The immediate change of classification shall be effective on the start of the pay period following the day of granting the change of classification by the General Manager.
 - (ii) If the request is not granted one copy will be returned to the employee and one copy retained by the General Manager.
- (d) If the request is not granted the employee may, within **seven (7) calendar** days of receipt of the General Manager's disposition, file a grievance in writing and proceed with the Grievance Procedure beginning at Step 2.

31.03 (a) A request by an employee for an upgrading in his occupation to an available vacancy, or to a future vacancy shall be made in writing in duplicate on a form provided and presented to his General Manager, who shall record the date and acknowledge receipt of same. Within **five (5) calendar** days the General Manager shall interview the

employee, record his disposition, sign both copies and return one copy to the employee.

- (b) If the General Manager grants the request the change of classification shall become effective on the start of the pay period following the date the employee fills the vacancy.
- (c) If the General Manager feels the employee is not qualified for the upgrading, the employee or the General Manager may request a trade test which shall consist of a written and/or practical examination. Such examination shall be based only on the normal requirements of the grade of the classification the employee is requesting, and shall be checked by a Committee consisting of one representative appointed by the Company and one appointed by the Union, who are familiar with the work in question.
- (d) If the Committee unanimously agrees that the results of the examination show that the employee is qualified, he shall be eligible for the vacancy in the higher grade in his classification on the basis of seniority. If the Committee unanimously agrees that the results of the examination show that the employee is not qualified, his request for upgrading will be denied.
- (e) If the Committee disagrees on the appropriateness and/or results of the examination, the employee may, within **seven (7) calendar** days of receipt of the Committee's report, state his grievance in writing and proceed with the Grievance Procedure beginning at Step 2.

ARTICLE 32 REVISIONS AND NEW OCCUPATIONAL CLASSIFICATIONS

- 32.01 To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company may revise any occupational classification affected or prepare a new occupational classification. Such revised or new occupational classification and rates of pay thereof shall be subject to the Union's agreement.

ARTICLE 33 RATES OF PAY

- 33.01 Rates of pay shall be as set down in Appendix "A" attached hereto.
- 33.02 The application of the terms of this Agreement and the introduction of the new wage plan as per Appendix "A" shall not have the effect of reducing any employee's wage rate at the time of its execution.

ARTICLE 34 RENEWAL, AMENDMENT AND TERMINATION

- 34.01 (a) This Agreement shall be in effect from April 1, **2016** to March 31, **2019** and shall continue from year to year after that date unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement. Such notice shall be given up to six (6) months prior to any such yearly date of termination.
- (b) If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding paragraph, negotiations shall commence not later than **twenty (20) days** after the date of such written notice or **such other mutually agreeable dates**.

ARTICLE 35 EFFECTIVE DATES AND WAGE INCREASES

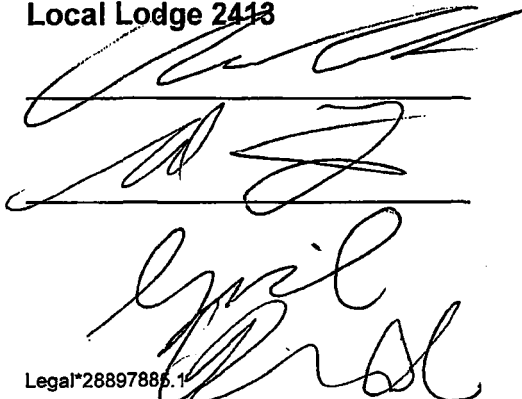
35.01 Effective April 1, 2016. It shall remain in force for a period pursuant to Article 34 hereof and it shall supersede all previous agreements.

ARTICLE 36 LETTERS OF UNDERSTANDING AND AGREEMENTS

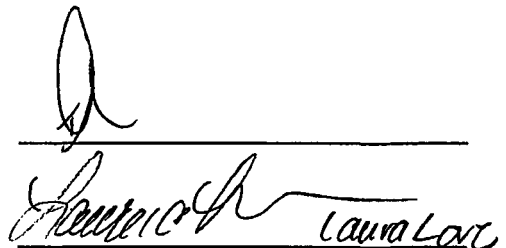
- Letter of Understanding No. 1
- Letter of Understanding No. 2
- Letter of Understanding No. 3
- Letter of Understanding No. 4
- Letter of Understanding No. 5
- Letter of Understanding No. 6
- Letter of Understanding No. 7
- Letter of Understanding No. 8
- Letter of Understanding No. 9

AGREEMENT SIGNED this _____ day of _____ 2016.

**International Association of
Machinists and Aerospace Workers,
Transportation District 140 &
Local Lodge 2413**



Signature Flight Support Canada, Ltd.



LETTER OF UNDERSTANDING NO. 1

RE WORK OF THE BARGAINING UNIT

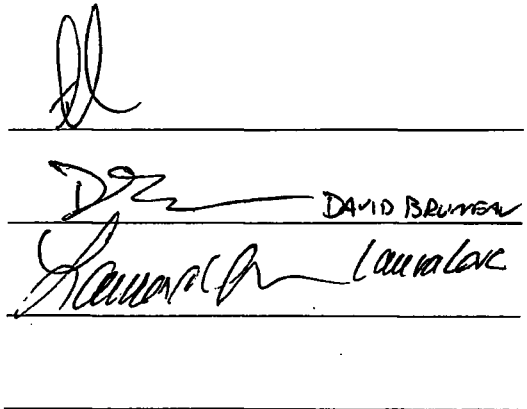
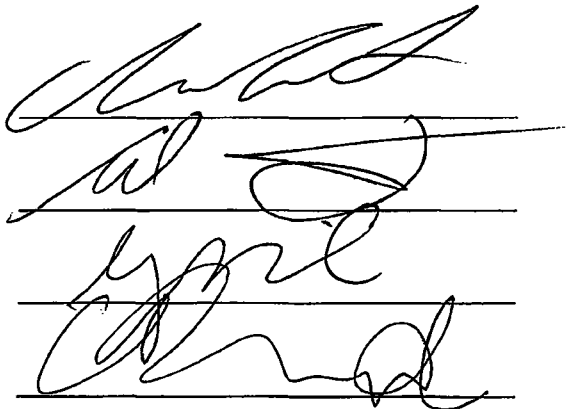
In order to clarify the interpretation and application of Article 2, sub-section 2.02 of the Contract between the parties hereto, the Union and Company agree that:

"No Supervisor, or persons above the rank of Supervisor, shall carry out work normally falling within the work assignments of employees covered by this Collective Agreement, except under the following conditions:

- (a) Emergencies - Union to be notified before and/or after.
- (b) Difficult troubleshooting or problems.
- (c) Investigating customer complaints.
- (d) Preparation of quotation/estimates.
- (e) Instruction and training of personnel.
- (f) Developing new methods or procedures.
- (g) Assisting with the completion of work to ensure prompt customer service only when necessary.

**International Association of
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Transportation District 140 &
Local Lodge 2413**

Signature Flight Support Canada, Ltd.



LETTER OF UNDERSTANDING NO. 2

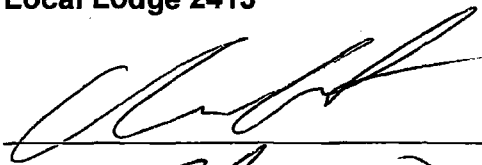

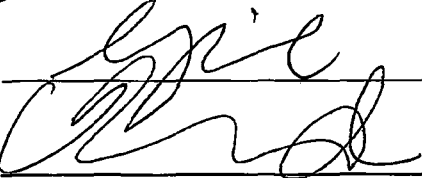
RE COMPETING WORK


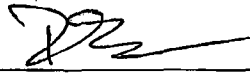
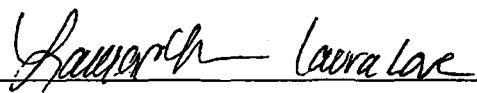
Terms of employment with Signature Flight Support are such that employees and/or members of the bargaining unit shall not carry on a business or do other work which in the judgement of the Company is similar to, or of a competitive nature.

The Union agrees to furnish the Company with the term of office, and the names of its duly elected officers and/or representatives who are required to perform any act in connection with the carrying out of this Agreement and undertakes to promptly notify the Company of any changes therein.

**International Association of
Machinists and Aerospace Workers,
Transportation District 140 &
Local Lodge 2413**

Signature Flight Support Canada, Ltd.


 DAVID BENSEN
 Laura Love

LETTER OF UNDERSTANDING NO. 3

RE: CHRISTMAS HOLIDAY SCHEDULING

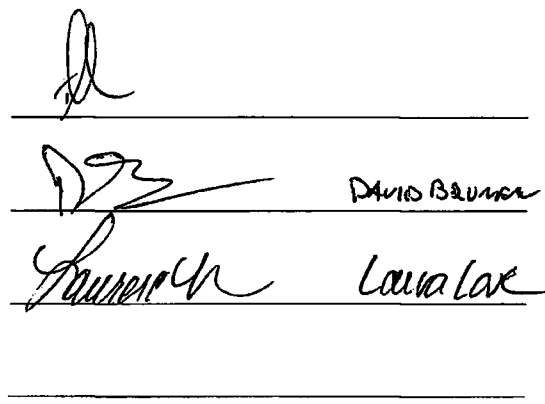
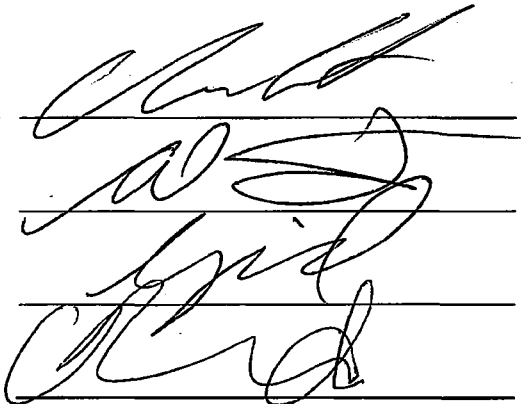
The Company and the Union agree that for the purpose of Christmas Day, work scheduling, the Company will not ask the same man two (2) years in a row to work Christmas Day, and the Christmas holiday scheduling shall be posted no later than December 1st.

For Christmas Day scheduling the people scheduled will be from the bottom of the seniority list up. Once the employee has been on bottom he will roll over to the top and the list will proceed one up.

In the event casual labour is hired to work Christmas Day, those who were to have worked will follow in the following year.

**International Association of
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Signature Flight Support Canada, Ltd.




LETTER OF UNDERSTANDING NO. 4

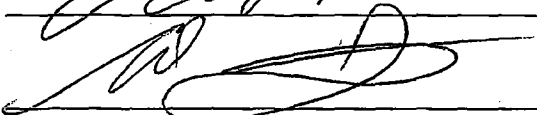
RE: ABSENTEEISM


The parties shall meet to discuss the Company's absenteeism policy prior to implementation.


**International Association of
Machinists and Aerospace Workers,
Transportation District 140 &
Local Lodge 2413**


**Signature Flight Support Canada,
Ltd.**

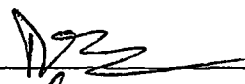


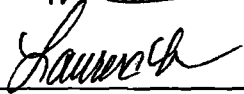








 DAVID BRISAN

 laura lowe

LETTER OF UNDERSTANDING NO. 5

RE: PROPER TOOLS AND EQUIPMENT


During the 1991/92 negotiations, the matter above was discussed by the parties.

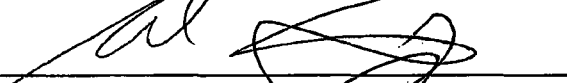
It is hereby agreed that the Company will supply all the proper equipment to carry- out the work such as Special tools, fork lifts, bolts, cotter pins, etc. which are not part of a mechanics normal tool kit.


Within sixty (60) days after ratification of this agreement the parties will get together to deal with "normal" tool kit.

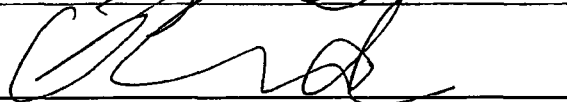
**International Association of
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Signature Flight Support Canada, Ltd.

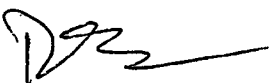











 DAVID B

 lauralore

LETTER OF UNDERSTANDING NO. 6

RE: LINE CREW SHIFTS

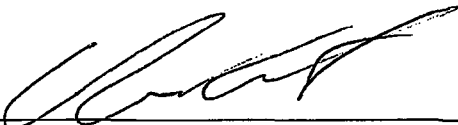
The Company and the Union agree jointly to new Line Crew shifts as follows:

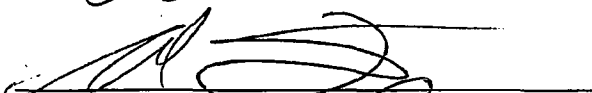
Weekend Shifts - Saturday and Sunday to consist of twelve (12) hour shifts.

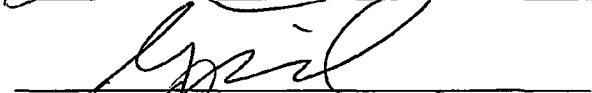
The Saturday and Sunday shifts of twelve (12) hours will be at a straight time rate, overtime will be paid in accordance with Article 21.

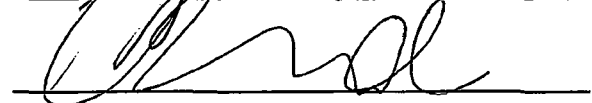
**International Association of
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Signature Flight Support Canada, Ltd.

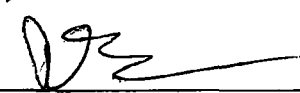


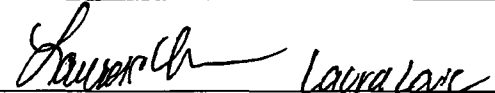








 DAVID

 Laura Love

LETTER OF UNDERSTANDING NO. 7

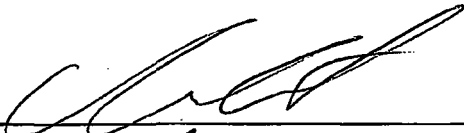
RE: CONTRACTING OUT


The Company agrees to meet with representatives of the Union in advance for the purpose of discussing the Company's plans to sub-contract or transfer out work normally performed by members of the bargaining unit. The discussions will include the reasons for the decision and timing of implementation. The Union will be given an opportunity to provide comment and suggest modifications to the Company's proposed plan. Such input will be considered by the Company prior to rendering a final decision in the matter.

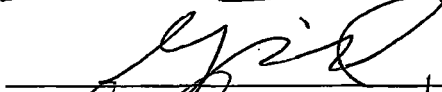
In any event, the Company shall not sub-contract or transfer out work normally performed by members of the bargaining unit which results in the layoff of any present full-time employee.


**International Association of
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Signature Flight Support Canada, Ltd.

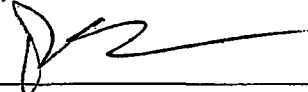


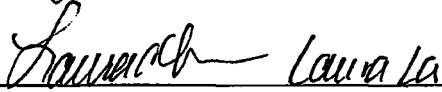








 DAVID BEUMER

 Lawrence Lawa la

LETTER OF UNDERSTANDING NO. 8

**MARSHALLER / SECURITY*
After Training**

Arriving Aircraft:

1. Are to be Marshalled in, Chalked and Red Carpet to be placed at door .
2. Met with Canpass phone.
3. Rental Cars brought out.
4. Find out pilots requirements, i.e., fuel, departure time and confirm with pilots that brakes are off.
5. Discard any trash.

DÉPARTING AIRCRAFT:

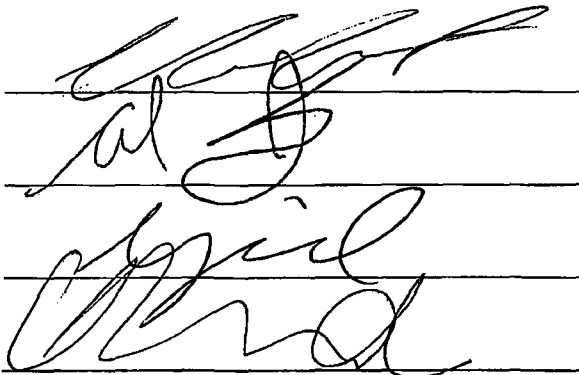
1. Make sure Red Carpet is placed at door.
2. Coffee is made and put into their thermos.
3. All catering, coffee, ice and newspapers brought out to aircraft.
4. Assist with light baggage.

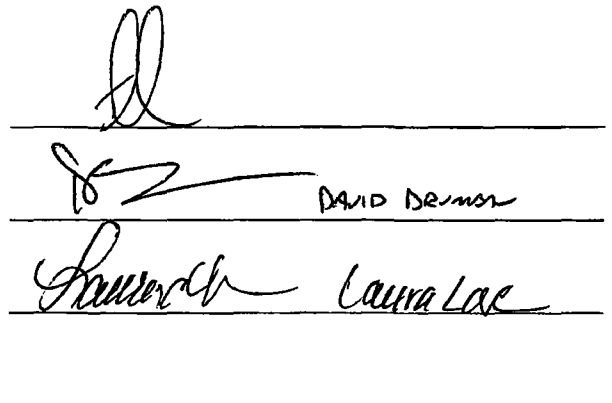
**ALSO:
After Training**

1. Refueling of ground equipment, i.e., GPU's, Tractors and Courtesy Van.
2. Assure tidiness of ramp.
3. Such other related duties may be assigned from time to time.
4. Carry out the same work as outlined in the CUSTOMER SERVICE REPRESENTATIVE "Work Performed" job description.

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Signature Flight Support Canada, Ltd.



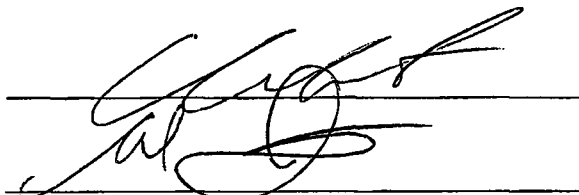

DAVID DEMON
Laura Lee

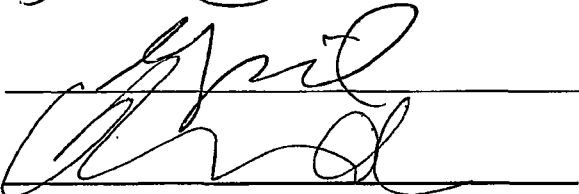
LETTER OF UNDERSTANDING No. 9 – DZ Licence for Linecrew


The Company agrees to pay for the cost of training for all existing line crew employees as of April 1, 2011. The Company also agrees to pay for the cost of maintaining a DZ licence.

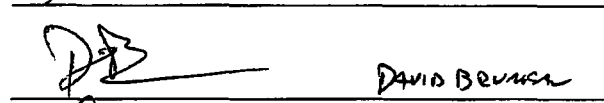
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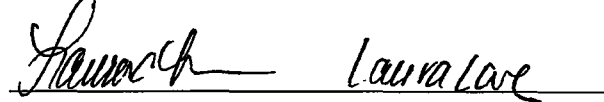
Signature Flight Support Canada, Ltd.







 DAVID BEUNSK

 Laura Love

APPENDIX "A"

CLASSIFICATION AND WAGE RATES

MARSHALLERS/SECURITY	Rate	\$30.17 per hour
LINE CREW	Rate	\$35.21 per hour
BUILDING MAINTENANCE	Rate	\$35.66 per hour
VEHICLE MAINTENANCE	Rate	\$38.17 per hour
GENERAL LABOURER	Rate	\$30.17 per hour
CSR	Rate	\$30.17 per hour

Employees at or above the classification rate shall receive a 2.5% wage increase on April 1, 2016, April 1, 2017 and April 1, 2018.

EMPLOYEES HIRED AFTER OCTOBER 6, 1997

MINIMUM START RATE

PER HOUR	LINE	CSR / RAMP MARSHALL ER	JANITOR / LABOURER	MTCE
0 - 6 MONTHS	\$14.50	\$13.00	\$13.00	\$15.00
6 MONTHS +	\$15.50	\$14.40	\$14.40	\$16.60
1 YEAR	\$16.60	\$15.50	\$15.50	\$17.70
2 YEARS	\$17.70	\$16.60	\$16.60	\$18.80
3 YEARS	\$18.80	\$17.70	\$17.70	\$19.90

NOTE:

Employees who were hired before April 1, 2016 shall progress through the wage scale as per their anniversary date of hire with the Company and, upon completion of their fourth (4th)

anniversary, shall automatically progress to the classification rate and shall then continue to receive negotiated yearly increases as per the Collective Agreement.

Employees who are hired after April 1, 2016 shall progress through the wage scale as per their anniversary date of hire with the Company and upon completion of the fourth (4th) anniversary of employment, shall then receive negotiated yearly increases as per the Collective Agreement.

PART TIME EMPLOYEES

Start Rate	\$13.50 per hour
1 Year +	\$14.50 per hour
2 Years +	\$15.50 per hour

APPENDIX "B"

JOB DESCRIPTIONS

QUALIFICATIONS OF EMPLOYEES

In determining qualifications for classification purposes, the Company will, at its discretion, credit a new or transferred employee with previous experience and training acquired outside the Company or in another department, provided that such experience and training is equivalent in value to the Company for the experience called for in the subject classification. An employee shall be expected to carry out the duties of his trade, but this shall not be interpreted to mean that an employee shall refuse to render assistance of a temporary nature as required or in the event of an emergency or shortage of work.

In all trades which are graded A, B and C or any portion thereof, progression to the next higher grade is dependent upon:

- (a) In cases of question or doubt, passing a qualification level or trade test which may be comprised of one, or a combination of, written, oral or practical examinations. Such tests shall be based only on the requirements of the occupational classification the employee is claiming.
- (b) Availability of work for additional personnel in the higher occupational classification.
- (c) The time required by an employee to complete a given job and the quality of such work is of major consideration when applying for reclassification to a higher group.

PURPOSE OF JOB DESCRIPTIONS

Job Descriptions govern the classification of employees and their work assignment.

JOB TITLES

Each occupational classification into which an employee may be classified is referred to by a Job Title. The Job Title, though indicating as clearly as possible the general nature of the work performed serves only as a distinguishing reference and is not to be taken as a statement of job content.

JOB DESCRIPTIONS

The Job Description describes typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work, and are not intended to list or describe all work operations, or tasks done within the classification.

CLASSIFICATION OF EMPLOYEES AND WORK ASSIGNMENT

- (a) An employee will be classified on the basis of the work he normally and regularly performs; he is correctly classified if the distinguishing elements in the Job Description for his classification are recognizable in the work normally and regularly assigned to him.
- (b) An employee is not necessarily required to perform all the work contained in the Job Description for his classification, provided he is doing the work that distinguishes the classification.
- (c) As part of promotional procedure an employee may be required to perform some of the work of the higher grade for a reasonable period under close guidance and instruction, in order to qualify for advancement.
- (d) An employee should be qualified to, and may be required to, perform the work of the lower grades of his occupation.
- (e) **At the request of local management and provided the employee has the necessary qualifications, an employee shall assist with work in another classification on a temporary basis, when there is a shortage of help in the other classification, there is a shortage of work in the employee's own classification, or in the event of an emergency. It is not the intention of the Employer to require an employee to regularly perform work outside of his or her classification. All job classifications, with the exception of Customer Service Representative, may be trained for wing walking for hangar stacking and baggage loading.**

DEFINITION OF TERMS

Degree of supervision indicates the extent to which the employee has independence of action in performing the job. The following terms when used in Job Descriptions shall have the meaning as defined herein:

- (a) General Supervision - Work is within general instruction and procedure, or is controlled by general methods of procedure. Unusual problems are referred to seniors.
- (b) Normal Supervision - Employee is required to plan and perform a sequence of operations where standard or established methods of procedure are available, and make decisions as to quality, tolerances, operation and set-up sequence. Employee has access to instruction on questionable problems.
- (c) Close Supervision - Work is covered by complete instructions, either written or oral, or work performed under direct guidance of seniors to whom doubtful problems are referred. (Repetitive work requires a decreasing degree of instruction.)

SELECTION OF LEAD HANDS AND CHARGE HANDS

The selection of Lead Hands and Charge Hands will be governed by the following major points in order to merit as listed:

- (a) Initiative, personality and ability to supervise.
- (b) Technical qualifications and experience.
- (c) All other items being equal, seniority will govern the choice.

CHARGE HAND

A Charge Hand has the same specific duties and responsibilities as defined under Lead Hand. In addition, he may have the responsibility of planning, directing and coordinating the work of one or more lead hands.

TRAINER

A Trainer has the same specific duties and responsibilities as defined under Charge Hand. In addition, he has the responsibility to ensure 100% compliance with GTAA, Signature and all fuel provider requirements, to ensure all fuel trucks and equipment inspections are completed on time, and to ensure all employees are following Company policies. A Trainer must be able to work all published shifts for training.

LEAD HAND

A Lead Hand's primary requirement is that he be capable of creating and maintaining a conscientious attitude among his crew by setting the pace and technical standards above the required level. The jobs will be allocated to the Lead Hand by a Charge Hand, Foreman or Superintendent, whereupon the Lead Hand assumes the responsibility of meeting delivery requirements, and all technical standards applicable. In addition, the Lead Hand must arrange for the requisitioning of all materials required.

The Lead Hand is responsible to make certain that all members of his crew sign the appropriate forms during and immediately upon completion of a job.

The Lead Hand should meet the highest qualifications for his trade. He should be able to check, inspect and ground test all work turned out by his crew. He is required to receive and schedule all work allocated. This implies that the Lead Hand keep abreast of aircraft and other job schedules.

He must be capable of applying instructions received on new systems, installations or methods. He should be able to develop and recommend routine maintenance schedules.

He must be aware of the current stock level, sources and relative costs of items which are required for his specific work. He must prepare progress reports when required. He must be capable of estimating labour and materials required for any job.

JANITOR/LABOURER

(i) Work Performed

Required to sweep and clean building premises, washrooms, offices, etc. Maintain outside properties, weed control, gardening, cleaning, etc.

SUPERVISION - GENERAL

LINE CREW

(i) Work Performed

Required to operate all types of equipment necessary for the efficient operation of the hangar and to carry out lubrication or temporary repairs, and report damage to such equipment. To carry out all duties, including initial paperwork, customer liaison, for all phases of Company activities. All duties involved in aircraft storage, handling, servicing, and hangar operation as set down by the Company including fuel and lubricant sales and servicing. To assume responsibility for security of Company premises and property as well as that property in Company care and custody on all shifts.

(ii) Knowledge and Ability

Required to possess a valid "DZ" License, AVOP and Transport of dangerous goods. A general knowledge of aircraft and handling methods. A complete knowledge of the operation and maintenance of all associated equipment, including hangar and facilities. A working knowledge of all services, such as power, light, heat, fire fighting and communications systems in Company use. A complete knowledge of all fuels and lubricants, including prices, sales, acquisition, storage and dispensing of same. A working knowledge of initial paper work requirements in all Company operations.

(iii) Supervision

Works under "Normal Supervision" since all unusual cases can be referred to senior personnel in the respective departments.

PLANT MAINTENANCE MECHANIC

(i) **Work Performed**

Performs carpentry, plumbing, heating, repairs and service to plant equipment, including minor electrical repairs. General maintenance of the building and premises.

SUPERVISION - GENERAL

PLANT MAINTENANCE MECHANIC - SPECIALIST VEHICLE MAINTENANCE

(i) **Work Performed**

Performs carpentry, plumbing, heating repairs to plant equipment, including minor electrical repairs. General maintenance of buildings and premises. Responsible for the maintenance and repairs of all Company vehicles within the limits of tools and repair equipment availability on the premises. Responsible for the maintenance and repairs of small engine equipment such as lawnmowers, snowblowers, weed eaters, etc.

(ii) **Shall be entitled to a tool allowance of \$.45 per hour.**

LINE CREW - LEARNER

To allow Company the reasonable time to properly evaluate, instruct and train new employee within the probationary period of fifty days worked in a three (3) Month period pursuant to Article 10.02 so as to determine the employee's qualifications to meet the job description of "Line Crew". Knowledge and ability.

CUSTOMER SERVICE REPRESENTATIVE (CSR)

Required to possess a valid Ontario Driver's License.

Work Performed

1. The efficient operation of the Aerocentre reception desk and associated duties while employed on a shift schedule.
2. The preparation and balancing of the daily refueling journals and preparation of receivable/payable accounting.
3. Response to customer enquiries; reservation requests; switchboard telephones; Unicom; vehicle dispatch and radio; requests for aircraft servicing; car rentals; hangar/ramp storage and over-the-counter "Pilot accessory sales".

4. The preparation of service request forms, hangar/ramp storage records and the daily aircraft movements and services log.
5. Drive the Aerocentre courtesy vans for the purpose of meeting aircraft and promoting Signature Flight Support at Customs; chauffeur customers to and from aircraft/Aerocentre and local areas as required; pick up commissary order as required.
6. The maintenance of "good will" as a hostess at the reception desk and lounge in providing travel assistance, coffee service, etc.
7. The issuing of the master keys to Signature employees as required and the recording of the key whereabouts.
8. Monitor vehicle/personnel access onto Aerocentre aircraft parking ramp.
9. The appearance of the Aerocentre common areas - periodic tidying and ensuring cleanliness of coffee/commissary locations and reception desk.
10. Updating Global GAS-500A/NDB-2 Memory Module for customers.
11. The ordering of coffee, ice supplies and commissary as required (arrange commissary pick-ups).
12. Monitor inventories and advise Supervisor of shortages.
13. Computer terminal operations.
14. Such other related duties as may be assigned from time to time.

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